

Application No. 10/040,911

Reply to Office Action

REMARKS

Applicants have carefully reviewed and considered the Office Action dated November 12, 2010, and the reference applied therein. In response, applicants have canceled, without prejudice, claim 4 and amended claims 1-3, 5, 9, and 45 to patentably define the invention. Applicants respectfully submit that no new matter has been added by way of these amendments. Applicants believe that the application is in condition for allowance. Accordingly, favorable reconsideration in light of the following remarks is respectfully requested.

Pending claims 1-3, 5-12, and 41-45 stand rejected under 35 U.S.C. § 112, ¶ 2, as being indefinite. In particular, it is asserted that in claims 1 and 9 there is insufficient antecedent basis for the first occurrence of "said insurance policy." Claims 2-3, 5-8, and 41-45 depend from claim 1 and stand rejected under Section 112 through that relationship. Claims 10-12 depend from claim 9 and stand rejected under Section 112 through that relationship.

Applicants respectfully traverse the indefiniteness rejections. In response, applicants have amended claims 1 and 9 to provide antecedent basis for the noted claim term (or its corollary). Accordingly, applicants respectfully request the withdrawal of the rejection of claims 1 and 9 under Section 112. The Section 112 rejections of the claims respectively depending from claims 1 and 9 should also be withdrawn as the rejections are solely based on their dependency to a claim rejected under Section 112, which has been traversed.

Pending claims 1-3, 5-12, and 41-45 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. US 2002/0042763 to Pillay et al. Applicants respectfully traverse the anticipation rejections.

With respect to the anticipation rejection of claim 1, it is respectfully submitted that the pending rejection is traversed because the Pillay reference fails to disclose or teach every feature of amended claim 1. "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." M.P.E.P. § 2131, 8th Ed., Rev. No. 8, July 2010 (citation omitted).

In particular, the applied reference fails to disclose a method for providing insurance coverage guaranteeing to a user the identity of a trading counterpart in an online marketplace transaction as being a specified person, persons, or entity having the combination of steps and

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features described in amended claim 1. For example, Pillay fails to disclose a method including the steps of: (1) calculating, using a central processing computer, a monetary premium for an identity insurance policy, where the premium is calculated based upon risk assessment information accessed through the central processing computer relating to losses caused by the identity of the trading counterpart being different than the specified person, persons, or entity; or (2) supplying the identity insurance policy to the user, wherein the identity insurance policy provides coverage for the user against a loss resulting from the identity of the trading counterpart being different than the specified person, persons, or entity.

Pillay is directed to a method for providing a trade credit insurance policy or product. Pillay, p. 1, ¶ [0002]. As explained in Pillay:

The apparatus and method of the present invention can also provide an insurance product which can be in the form of a *trade credit insurance policy which can provide an insured user with protection against unpaid accounts receivables, such as insolvency/bankruptcy or protected default*. The apparatus and method of the present invention and/or the trade credit insurance policy which can be offered thereby can provide a user with the ability to manage its trade credit risk and/or trade credit portfolio, in an effective and efficient manner.

Id. at p. 4, ¶ [0058] (emphasis added). Pillay fails to teach or disclose supplying an identity insurance policy that provides coverage for the user against a loss resulting from the identity of a trading counterpart being different than a specified person, persons, or entity as recited in amended claim 1. As such, Pillay also fails to teach or disclose calculating a monetary premium for the identity insurance policy which is based upon risk assessment information relating to losses caused by the identity of the trading counterpart being different than the specified person, persons, or entity.

Accordingly, amended claim 1 is patentably distinguishable over Pillay. Claims 2-3, 5-8, and 41-45 depend from claim 1 and, thus, contain the same patentable features thereof. *See, e.g., RCA Corp. v. Applied Digital Data Systems*, 221 U.S.P.Q. 385 (Fed. Cir. 1984) (a claim that depends upon another claim that is not anticipated likewise cannot be rejected as anticipated).

With respect to the anticipation rejection of claim 9, it is respectfully submitted that the pending rejection is traversed because the Pillay reference fails to disclose or teach every feature of amended claim 9. In particular, the Pillay fails to disclose a method for providing insurance to

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a user for losses caused by the misidentification or misrepresentation of the identity of a trading counterpart in an online marketplace transaction or by the financial inability of the trading counterpart to enter and complete the transaction having the combination of steps and features recited in amended claim 9. For example, Pillay fails to disclose a method including the steps of: (1) calculating a monetary premium for an insurance policy based upon risk assessment information accessed through the central processing computer relating to losses associated with the identity of the trading counterpart being different than a specified person, persons, or entity and to losses associated with the financial inability of the trading counterpart to complete the transaction; or (2) supplying to the user an insurance policy that provides coverage for the user against a loss resulting from the identity of the trading counterpart being different than the specified person, persons, or entity and against a loss resulting from the financial inability of the trading counterpart to complete the transaction.

Although Pillay teaches providing a trade credit insurance policy to provide a user for protection against unpaid accounts receivables based upon the insolvency/ bankruptcy or protected default of the customer/client of the user, Pillay does not teach or disclose supplying the user with an insurance policy that provides coverage for the user against a loss resulting from the identity of the trading counterpart being different than a specified person, persons, or entity. Thus, Pillay does not teach providing an insurance policy that covers losses from either the trading counterpart's being different than the specified person, persons, or entity OR the trading counterpart's financial inability to complete the transaction as recited in amended claim 9. As such, Pillay also fails to teach or disclose calculating a monetary premium for an insurance policy based upon risk assessment information relating to both (1) associated with the identity of the trading counterpart being different than a specified person, persons, or entity and (2) losses associated with the financial inability of the trading counterpart to complete the transaction, which is a different type of loss.

Accordingly, amended claim 9 is patentably distinguishable over Pillay. Claims 10-12 depend from claim 9 and, thus, contain the same patentable features thereof.

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Applicants respectfully submit that the patent application is in condition for allowance. If, in the opinion of the Examiner, a telephone conference would expedite the prosecution of the subject application, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,



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